

Direct Advantage

M A R K E T I N G

Proposal and Agreement with AMNESTY INTERNATIONAL USA, INC.

Outreach Associates (d/b/a Direct Advantage Marketing) provides direct marketing consultation and telemarketing services for non-profit organizations. Since 1991, Direct Advantage Marketing has helped more than 100 Clients raise millions of dollars in new and increased revenue. We have consistently outperformed similar firms while maintaining an excellent reputation for quality service.

We believe direct marketing efforts of the highest quality always produce greater rewards than those designed solely to get results. As a result, we speak successfully with a very discerning clientele. We achieve results with integrity. By maintaining our standards of quality, we preserve our Clients' integrity with prospects and donors. In submitting this proposal and, if accepted, entering into this Agreement, we commit ourselves to doing the best possible job to achieve complete Client satisfaction.

Outreach Associates, Inc., d/b/a Direct Advantage Marketing ("Outreach Associates") can provide telemarketing services to AMNESTY INTERNATIONAL USA, INC. ("AIUSA") for the purpose of soliciting contributions for AIUSA's charitable mission. The term of this agreement is to begin 6/1/2009 and conclude by 5/31/2010. No calling shall commence into any State or Commonwealth prior to this agreement and supporting documentation being properly filed and approved with the appropriate agencies in each jurisdiction.

1) Outreach Associates' Responsibilities

- a) Staffing: Outreach Associates will appoint and compensate a supervisor and callers to conduct calling on AIUSA's behalf. Callers will be trained thoroughly to professionally represent AIUSA. Outreach Associates supervisors regularly monitor callers and have systems in place to assure that each caller's quality and statistics are acceptable. Outreach Associates encourages AIUSA to visit the calling center in order to monitor calls. If that is not possible, Outreach Associates shall provide remote monitoring opportunities.
- b) Scripts: Outreach Associates will draft scripts for AIUSA's approval. Callers are trained to engage each prospect in quality conversation and are not encouraged to simply read the script. Outreach Associates script philosophy reflects our belief that telefundraising is a two-way exchange of information, education and solicitation.
- c) Included Services: Fees cover the following services in addition to calling: donor file preparation, first-class postage, custom scripts and letters, daily reports, quality control, post-campaign processing, and phone charges.
- d) Letters: Outreach Associates will prepare and mail personalized pledge letters, check letters and hedge (maybe) letters on a daily basis, Monday-Friday using material paid for and supplied by AIUSA.
- e) Reminders: Using material paid for by AIUSA, Outreach Associates will pay first-class postage, prepare and mail two reminders to all unfulfilled pledges at 14 days and 28 days after the original pledge date.
- f) Reports: Outreach Associates will provide standard format daily and/or weekly reports showing overall campaign performance, statistics for specific segments and detailed pledge activity. In addition, Outreach Associates will maintain a record of all contacts, address changes and phone number changes. At the end of the project, these database updates will be provided to AIUSA electronically.
- g) Credit Cards: Outreach Associates will send credit card transmittals not later than two days after receipt. If AIUSA can accept encrypted files over the Internet, Outreach Associates will send credit card transactions electronically. A fee will be added if AIUSA requires receipt of credit cards in any other manner.

2.) AIUSA's Responsibilities.

- a.) Materials: AIUSA will provide all educational materials used in conjunction with the campaign, including training materials and promotional or educational publications. AIUSA will reimburse Outreach Associates for stationery (letterhead, #10 envelopes, and return envelopes and any other print costs) for pledge letters.
- b.) Call List: AIUSA will provide Outreach Associates with names, addresses, telephone numbers and other information necessary to the campaign via electronic data files.
- c.) Processing: AIUSA will process all pledges and gifts including sending acknowledgement letters and any subsequent notices to unfulfilled pledges. Outreach Associates will handle no contributions of checks, money orders, cash or credit cards. Contributions will go directly from the donor to AIUSA. Outreach Associates will, at no time, have custody of funds.
- d.) Fulfillment data: AIUSA will provide pledge fulfillment data electronically to Outreach Associates on a weekly basis and within 60 days of the end of the calling for each Campaign.
- e.) Deposit of Funds: All of the receipts from contributions made as a result of this fundraising Campaign will be paid directly to the account of AIUSA and will be deposited in an account of AIUSA. At no time will Outreach Associates have custody of or control over the funds raised.
- f.) Remittance: AIUSA will remit fees to Outreach Associates within 15 days of weekly invoices.

3.) Definitions

- a.) Project: Each calling segment, regardless of duration, that requires separate scripting and reporting. AIUSA shall agree in advance to each project, which will have its own beginning and end dates within the term of this agreement.
- b.) Useable Records: A record provided by AIUSA to Outreach Associates, and after Outreach Associates has completed donor file preparation, which provides Outreach Associates with sufficient information, including a valid ten-digit phone number, for Outreach Associates to make a solicitation call. The number of Useable Records for each campaign will be established and agreed upon by the parties prior to the start of the solicitation.
- c.) Completed Contact: A call that reaches a qualified prospect who is solicited and responds with a yes, no or maybe. Completed Contacts shall not include any prospects who cannot be reached due to record errors and unsuccessful attempts to reach a qualified prospect.
- d.) Charitable Purpose: Amnesty International is a worldwide movement of people who campaign for internationally recognized human rights to be respected and protected for everyone. Our mission is to conduct research and generate action to prevent and end grave abuses of human rights and to demand justice for those whose rights have been violated.

4.) Fees and Expenses

- a.) Fees: Outreach Associates' fees for these telemarketing services shall be:
 - \$4.60 per Completed Contact for Renewal & Appeal Campaigns
 - \$4.40 per Completed Contact for Reinstatement/Lapsed Campaigns
 - \$5.15 per Completed Contact for Sustainer Invite Campaigns
 - \$4.60 per Completed Contact for Sustainer Upgrade Campaigns
 - \$4.85 per Completed Contact for Lapsed Sustainer Campaigns
- b.) Registration Services Assessment (RSA)
 - 1.) A Registration Services Assessment fee, consisting of a "pass-through" charge equal to the sum of the state filing fees advanced by Outreach Associates on behalf of AIUSA to any of the states that charge such fees will be paid by AIUSA. Currently, nine states charge such filing fees: CO [\$75], GA [\$15], IL [\$25], MO [\$25], NH [\$200], NJ [\$30], OK [\$15], PA [\$25], WA [\$10] (these fees are subject to change by the states at any time).
 - Plus
 - 2.) A "per state" charge of \$15 for each state, in which Outreach Associates will be fundraising on behalf of AIUSA during the Campaign, and that requires either the filing of a contract, solicitation notice at the outset or the filing of a financial report during or at the conclusion of the Contract (currently, 39 states require one or more of these filings).

The current maximum "pass-through" charge is \$420; the current maximum "per state" charge is \$585. The current maximum total for RSA fees is \$1,005.

Where the geographical breadth of the Campaign is modest or regional, a "flat" charge of \$100 will be assessed in lieu of the "pass-through" and "per state" charges (RSA fees).

5.) Additional Services

The following additional services are available:

- a.) Telephone Look Up Service. Call list telephone numbers can be verified and updated for a fee of \$.03 per new phone number found and \$.01 per verified phone number, with a minimum charge of \$200.00.
- b.) Removal of Specific Records. Once the records have been received and prepared for calling, Outreach Associates will purge or amend specific records from the call list provided by AIUSA for a fee of \$.15 per record.
- c.) Manual Leads. Outreach Associates will contact prospects manually for an additional fee of \$1.50 per contact.
- d.) Custom Data or Reports. Custom reports can be provided as needed. Additional fees may be applicable. For example, Outreach Associates may charge \$40.00 per hour for any data processing time required due to insufficient or faulty data received from AIUSA. Sufficient data is defined as: data received with all pertinent fields included no less than five days prior to start date; file layout must accompany data and be verified as correct; suppression lists must be received no later than two days prior to start date. Outreach Associates cannot guarantee the start or end dates of any Campaign in which these requirements are not met. In addition, Outreach Associates may charge \$40.00 per hour for any changes to pledge or reminder letters after live copy has been approved by AIUSA. AIUSA will incur an additional set-up fee of \$250.00 for any campaign requiring more than the standard five letters: check, credit card, maybe/will consider, reminder one and reminder two. AIUSA will be informed prior to incurring any additional charges.

6.) Property Rights: All products of this Agreement, including any written reports or information obtained from donors, and all other materials produced or received in compliance with this Agreement, shall be the sole property of AIUSA.

7.) Confidentiality: All names and lists provided by AIUSA to Outreach Associates shall be held strictly confidential, and may not be used for any purposes other than those described in this Agreement.

8.) Collection and Disclosure of Data; Use of Client Name

- a.) Outreach Associates shall maintain a record of all changes to the Database. At the end of the Campaign, or more frequently, based upon a schedule agreed to between Outreach Associates and AIUSA, Outreach Associates will provide an updated copy of the Database to AIUSA by electronic file.
- b.) Outreach Associates shall have the right, at its own cost and expense, to retain data generated under terms of this Contract on a master file of contributors to multiple organizations. Such data may be utilized by Outreach Associates, in its sole discretion as part of its research and development efforts, to upgrade the efficiency and effectiveness of the services it provides for the benefit of its clients and/or to produce and publish findings based on this research that describe habits and patterns of giving for different donor groups but does NOT disclose the identity or organizational association of any particular donor. Outreach Associates shall not segment the multiple donor data for any usage in a manner that would serve to identify to third parties any data as being associated with AIUSA.
- c.) The name, logo and service mark(s) of AIUSA are the exclusive property of AIUSA. Their use by Outreach Associates is strictly limited to Outreach Associates' performance of its responsibilities under this Contract in the manner authorized by AIUSA, in accordance with AIUSA's Campaign needs or as may otherwise be required by applicable state regulations.

9.) Registrations: Outreach Associates shall insure that it is properly registered and in full compliance with all relevant rules, regulations and statutes in all jurisdictions into which calls and mailings are made on AIUSA's behalf. No calling shall commence into any State or Commonwealth prior to this agreement and supporting documentation being properly filed and approved with the appropriate agencies in each jurisdiction. The terms and conditions required to be incorporated into this Contract by the provisions of State law at this time are contained in Exhibit A, which is attached and incorporated herein by reference.

- 10.) Fines: AIUSA shall cooperate in all reasonable respects with Outreach Associates' efforts to comply with all state or local charitable solicitation registration and reporting requirements, including the filing of Notices of Solicitation in those states requiring them, and any and all interim or final Campaign Financial Reports. In order to comply with these requirements, Outreach Associates may request AIUSA to provide, among other things, a listing of its current registration status, banking information, signatures, gross receipts and expense information from the Campaign stipulated in this Contract, and any other information pertinent to registration requirements not available to Outreach Associates from any other source. AIUSA agrees to provide such signatures and information within 15 days from the receipt of any such written request and Outreach Associates will use its best efforts to make all such requests with sufficient lead time to permit AIUSA to reasonably respond. Should AIUSA fail to comply with its responsibilities contained herein, following receipt of such written request from Outreach Associates, and such failure results in the fining of Outreach Associates by any regulatory agency concerned with state or local charitable registration, AIUSA agrees to reimburse Outreach Associates for said fine within 15 days of receiving documentation indicating Outreach Associates has paid said fine. Any fines arising by reason of Outreach Associates failing to comply with its responsibilities contained herein shall be borne solely by Outreach Associates.
- 11.) Indemnification: Outreach Associates shall indemnify and hold harmless AIUSA and its officers, directors, employees and licensees from and against all claims, liabilities, and expenses, including without limitation reasonable attorneys' fees, arising from or relating to errors, omissions or fault of Outreach Associates and which are not caused by AIUSA. AIUSA shall indemnify and hold harmless Outreach Associates and its officers, directors, and employees from and against all claims, liabilities, and expenses, including without limitation reasonable attorneys' fees, arising from or relating to errors, omissions or fault of AIUSA and which are not caused by Outreach Associates. Notwithstanding the foregoing, neither Outreach Associates nor AIUSA shall be responsible for consequential damages.
- 12.) Independent Contractor: Outreach Associates relationship to AIUSA is that of an independent contractor. Accordingly, Outreach Associates shall be responsible for the payment of all taxes and insurance required for it and its employees under existing laws. Outreach Associates represents and warrants that it will make all necessary payments due to appropriate governmental agencies or others to comply with this provision. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between Outreach Associates and AIUSA within the meaning of any federal, state or local law. All other persons or entities retained by Outreach Associates pursuant to this Agreement shall be employees or independent contractors of Outreach Associates and shall not be employees or independent contractors of AIUSA.
- 13.) Force Majeure: Neither party shall be responsible for delays or interruptions in service, which result directly or indirectly from acts of God, civil or military authority, accidents, fires, the elements or any other similar or different causes beyond the reasonable control of Outreach Associates or AIUSA.
- 14.) Cancellation Clause: AIUSA may cancel this Agreement at any time. Upon cancellation, all fees and expenses owed to Outreach Associates shall be paid immediately. Any expenses covered in this Agreement that are not yet incurred, and programs not yet carried out at the time of cancellation, shall be waived. Should AIUSA cancel, Outreach Associates will have no more responsibilities for carrying out the work associated with this Agreement. Outreach Associates reserves the right to cancel this Agreement at any time.
- 15.) Agreement to Submit to Arbitration: AIUSA and Outreach Associates agree that all claims and disputes arising out of this Agreement that the parties are unable to resolve themselves shall be submitted to binding arbitration, in accordance with the rules and practices of the American Arbitration Association. There shall be one arbitrator, mutually agreed upon by the parties.
- 16.) Entire Agreement: This agreement and properly executed addenda to this agreement, constitute the entire agreement between the parties and will supersede any and all previous agreements and understandings between the parties.
- 17.) Addendum Agreement: Any changes, modifications or amendments to this Agreement must be in writing and executed by both parties hereto.
- 18.) Governance: This Agreement is executed and delivered by the parties hereto in Pittsburgh, Pennsylvania and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 19.) Acceptance: In consideration of the mutual covenants and conditions described in this Agreement, and intending to be legally bound by it, this Agreement is made effective as of 6/1/2009 between Outreach Associates, Inc. with offices at Birmingham Towers, Suite 510, 2100 Wharton Street, Pittsburgh, PA 15203 and AMNESTY INTERNATIONAL USA, INC., a non-profit corporation with offices at 5 Penn Plaza - 16th Floor, New York, NY 10001. To indicate acceptance of this Agreement, please sign below and return a copy of this Agreement to Outreach Associates.

Outreach Associates, Inc. and AMNESTY INTERNATIONAL USA, INC.

- 20.) Subcontracted Services: With AIUSA's prior approval, certain telemarketing programs may be subcontracted by Share during the term of this contract to Outreach Associates Inc (or another subcontract firm). Share will continue to be responsible for the reporting of results as required by state agencies and government entities. Share will ensure that an acceptable level of service will be delivered to AIUSA. AIUSA will have the opportunity to communicate directly with subcontracted firm(s) personnel.

For AMNESTY INTERNATIONAL USA, INC. (Two Signatures Are Required):

By: [Signature] Date: 6/23/09
Timothy Higdon DED - Ext Affairs
Printed Name Title

By: [Signature] Date: 6/23/09
Peter Farnsworth CFO
Printed Name Title

For Notices:

Vivianne Potter
AMNESTY INTERNATIONAL USA, INC.
5 Penn Plaza - 16th Floor
New York NY 10001
(212) 807-8400
212-627-1451 (fax)
vpotter@aiusa.org

For Outreach Associates, Inc.:

By: [Signature]
Howard Cloth
Chief Compliance Officer
Date: 5.13.09

By: [Signature]
Lisa Drane
Sr. Vice President
Date: 5.13.09

For Notices:

Direct Advantage Marketing
(Attn: Lisa Drane, Sr. Vice President)
Birmingham Towers, Suite 510
2100 Wharton Street
Pittsburgh, PA 15203
(412) 381-2300
ldrane@dam.com

Direct Advantage

M A R K E T I N G

EXHIBIT A TO AGREEMENT BETWEEN OUTREACH ASSOCIATES AND AMNESTY INTERNATIONAL USA, INC.

PROVISIONS OF STATE LAW APPLICABLE TO THIS AGREEMENT 6/1/2009 THRU 5/31/2010

A) The parties agree that to the extent that this Agreement is performed, applied, interpreted or enforced within the jurisdiction of the following states, it will be subject to the appropriate provisions of law listed below for the purposes of that state. All estimates and assumptions of the parties with respect to projected contact rates, participation rates, average pledge amounts, fulfillment rates, and the compensation that will be paid by the charitable organization are based on industry standards and the experience of the parties during previous fundraising campaigns.

B) Unless otherwise stated or required by the law of any state, the effective date of this Agreement shall be the first day of the Term and it shall terminate as of the close of business on the last day of the Term. Unless otherwise stated, for any state that requires a guarantee that a minimum percentage of the gross revenue shall be paid to AIUSA the parties agree that the gross minimum guarantee shall be one percent (1%) of the gross receipts.

C) During the term of this Agreement, Outreach Associates will restrict calling within any state in which either Outreach Associates or AIUSA are not registered. Calling will only resume in such states when the proper registrations have been filed and approved.

D) The following budget amounts are estimates only and do not constitute a warranty or guarantee by Outreach Associates to AIUSA nor a warranty or guarantee by AIUSA to Outreach Associates. All figures represent only those projects conducted pursuant to the terms of this Agreement.

Estimated Gross Revenue	\$100,000
Estimated Total Expense	\$40,000
Estimated % to be Received by Charity	60%
Estimated % to be Received by Fundraiser	40%

E) Specific State Provisions:

1. For the purposes of the State of Alaska, the following shall apply:

(a) This is not a percentage-based contract. However, a reasonable estimate of the gross revenue that AIUSA shall receive as a result of this solicitation campaign is 60 percent (60%). Outreach Associates estimates it shall receive, directly or indirectly, as fees and expenses related to the campaign, \$40,000. These estimates are based on projected figures for number of contacts, average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, these assumptions are based on industry standards and the experience of similar campaigns conducted by Outreach Associates. All financial arrangements as stated in this Agreement dated 6/1/2009 to 5/31/2010, shall remain in effect and unchanged.

(b) Amnesty International is a worldwide movement of people who campaign for internationally recognized human rights to be respected and protected for everyone. Our mission is to conduct research and generate action to prevent and end grave abuses of human rights and to demand justice for those whose rights have been violated.

2. For the purposes of the State of California, the following shall apply:

(a) It is estimated that AIUSA shall receive as a result of this solicitation campaign a minimum of One percent (1%) and Outreach Associates shall receive 40 percent (40%) of all funds raised pursuant to this Agreement. This estimated percentage is based on projected figures for number of contacts, average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards and the experience of similar campaigns conducted by Outreach Associates. This shall not affect compensation provisions as listed in this Agreement, dated 6/1/2009.

(b) Notwithstanding the provisions of Sections 4. and Section 11, upon termination of the Agreement by AIUSA for the "causes" described in Sec. 12599(i)(12) of the Government Code, AIUSA shall have no liability to Outreach Associates for that portion of payments or compensation attributable to solicitation in California.

(c) Solicitation activity is to commence within the state of California no sooner than ten working days after the Solicitation Notice is received by the Registry of Charitable Trusts.

3. For the purposes of the State of Colorado, the following shall apply:

The term of this Agreement shall be 6/1/2009 to 5/31/2010. AIUSA shall receive as a result of this solicitation campaign a minimum of One percent (1%) of the gross revenue raised pursuant to this Agreement. A reasonable estimate of the gross revenue that Outreach Associates shall receive is 40 percent (40%). This is an estimated percentage based upon previous experience with similar campaigns conducted by Outreach Associates with a potential gross amount raised in excess of \$100,000. This shall not affect compensation provisions as listed in this Agreement.

4. For the purposes of the State of Connecticut, the following shall apply:

AIUSA shall receive as a result of the solicitation campaign, a minimum guarantee of Zero percent (0%) of the gross revenue raised pursuant to this Agreement dated 6/1/2009.

5. For purposes of the State of Florida, the Agreement shall be modified to add the following section:

Amnesty International is a worldwide movement of people who campaign for internationally recognized human rights to be respected and protected for everyone. Our mission is to conduct research and generate action to prevent and end grave abuses of human rights and to demand justice for those whose rights have been violated.

6. For purposes of the State of Georgia, the Agreement shall be modified to add the following section:

This is not a percentage-based contract. However, it is estimated that AIUSA shall receive as a result of this solicitation campaign One percent (1%) of gross revenue. This estimated percentage is based on projected figures for number of contacts, average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards and the experience of similar campaigns conducted by Outreach Associates. All financial arrangements as stated in this Agreement dated 6/1/2009 to 5/31/2010, shall remain in effect and unchanged. AIUSA is guaranteed to receive a percentage of the actual gross revenue that is not less than this reasonable estimate less ten percent (10%) of gross revenue.

7. For purposes of the State of Hawaii, the Agreement shall be modified to add the following section:

It is estimated that AIUSA shall receive as a result of this solicitation campaign a minimum of One percent (1%) and Outreach Associates shall receive 40 percent (40%) of all funds raised pursuant to this Agreement. These are estimated percentages based upon previous experience of similar campaigns conducted by Outreach Associates with a potential gross amount raised in excess of \$100,000. This shall not affect compensation provisions as listed in this Agreement, dated 6/1/2009. Solicitation activity is to commence within the State of Hawaii ten working days after the Agreement is received by the Attorney General and will terminate on 5/31/2010.

8. For purposes of the State of Illinois, the Agreement shall be modified to add the following section:

The term of this Agreement shall be 6/1/2009 to 5/31/2010. Outreach Associates shall be authorized by AIUSA to conduct solicitations on a nationwide basis for the purposes of the terms of this Agreement. Outreach Associates projects \$100,000 in gross revenue to be raised from this campaign. Outreach Associates estimates expenses related to the campaign to be \$40,000. The estimated figures are based upon experience of similar campaigns conducted by the Outreach Associates. This shall not affect any of the other terms including compensation as set out in this Agreement. The books and records of fundraising activities shall be kept at the following addressee(s): Outreach Associates, Birmingham Towers, Suite 510, 2100 Wharton Street, Pittsburgh, PA 15203.

9. For purposes of the State of Indiana, the following shall apply:

(a) A reasonable estimate of the gross revenue that AIUSA shall receive is 60 percent (60%). This is an estimate based upon the experience of similar campaigns conducted by Outreach Associates. This shall not affect compensation provisions as listed in this Agreement, dated 6/1/2009. The average percentage of gross contributions received by sponsoring organizations as a result of campaigns conducted by Outreach Associates in the three years preceding this Agreement is 56 percent (56%).

(b) At least every 90 days, Outreach Associates shall provide AIUSA with access to and use of information concerning contributors, including the name, address and telephone number of each contributor and the date and amount of each contribution. Outreach Associates may not restrict AIUSA's use of contributor information.

10. For the purposes of the Commonwealth of Kentucky, the following shall apply:

AIUSA shall receive as a result of this solicitation campaign a minimum of One percent (1%) of the gross revenue raised pursuant to this Agreement, dated 6/1/2009. This is an estimated percentage based upon the experience of similar campaigns conducted by Outreach Associates. This shall not affect compensation provisions as listed in this Agreement.

11. For purposes of the State of Maryland, the following shall apply:

The minimum percentage of gross receipts from fundraising from the State of the Maryland which shall be realized by the charitable organization exclusively to advance its programmatic charitable purpose is One percent (1%) of the gross revenue raised pursuant to this Agreement, dated 6/1/2009. This shall not affect any of the other terms including compensation as set out in this Agreement.

12. For purposes of the Commonwealth of Massachusetts, the following shall apply:

(a) The minimum percentage of gross receipts from fundraising from the State of Massachusetts after all expenses are paid which shall be realized by the charitable organization is One percent (1%) of the gross revenue raised pursuant to this Agreement, dated 6/1/2009.

(b) All oral presentations to be used by Outreach Associates (and any material changes thereto), shall have been reduced to a writing and shall have been reviewed and approved by AIUSA.

(c) The parties to this Agreement project total expenses in the amount of \$40,000 and total revenue in the amount of \$100,000. These estimated figures are based upon experience of similar campaigns conducted by Outreach Associates. Outreach Associates shall submit reports to AIUSA on a regular basis showing actual expenses and revenues for the solicitation campaign.

13. For the purposes of the State of Mississippi, the following shall apply:

(a) Solicitation activity is to commence within the State of Mississippi ten working days after the Agreement is received by the Office of the Secretary of State.

(b) All oral and written presentations to be used by Outreach Associates (and any material changes thereto), shall have been reduced to a writing and shall have been reviewed and approved by AIUSA. Solicitation activity and the Agreement will terminate on 5/31/2010 within the State of Mississippi.

(c) Amnesty International is a worldwide movement of people who campaign for internationally recognized human rights to be respected and protected for everyone. Our mission is to conduct research and generate action to prevent and end grave abuses of human rights and to demand justice for those whose rights have been violated.

(d) The address of Client is: 5 Penn Plaza - 16th Floor, New York, NY 10001

14. For the purposes of the State of New Hampshire, the following shall apply:

- (a) AIUSA shall receive as a result of this solicitation campaign a minimum of One percent (1%) of gross revenue. This is an estimated percentage based on projected figures for average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards.
- (b) This shall not affect compensation provisions as listed in this Agreement dated 6/1/2009 to 5/31/2010. All financial arrangements as stated in this Agreement dated 6/1/2009 to 5/31/2010, shall remain in effect and unchanged. The actual percentage going to AIUSA shall not be less than the estimated percentage minus ten percent of the gross revenue.
- (c) The name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole, exclusive property of AIUSA with no rights to transfer, sell, rent, or otherwise cause to be used except by AIUSA.

15. For the purposes of the State of New York, the Agreement shall be modified to add the following section:

- (a) Agreement will commence on 6/1/2009 within the state of New York and Agreement will terminate on 5/31/2010 within the state of New York.
- (b) Charity's Right to cancel this Agreement: It is understood by both parties that the charitable organization has the right under New York State law to cancel this Agreement and that the charitable organization does not have to give any reason for the cancellation. By law, the parties to this Agreement cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between parties. Therefore, the charitable organization may cancel this Agreement without cost, penalty or liability if the charitable organization notifies Outreach Associates in writing as provided below.
- (c) Period under which Contract may be cancelled: If Outreach Associates is registered with the New York State Office of the Attorney General Charities Bureau the charitable organization may cancel this Agreement at any time up to and including the fifteenth day after this Agreement was filed by Outreach Associates with the New York State Office of the Attorney General Charities Bureau. If, however, Outreach Associates is not registered with the New York State Office of the Attorney General Charities Bureau at the time this Agreement is signed, the charitable organization may cancel at any time after it is signed.
- (d) Procedure for canceling this Contract: The charitable organization may cancel this Agreement by giving Outreach Associates written notice of cancellation. This notice can be in the form of a letter indicating that the charitable organization does not intend to be bound by the Agreement. The notice of cancellation may be hand-delivered or mailed to Outreach Associates. If mailed, it must be sent to the Outreach Associates, Birmingham Towers, Suite 510, 2100 Wharton Street, Pittsburgh, PA 15203.
- (e) The charitable organization must mail a duplicate copy of the written notice of cancellation to the Office of the Attorney General at the address listed below:

Charities Bureau,
Office of the Attorney General
The Capitol
Albany, NY 12224.
- (f) When cancellation is effective: If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to Outreach Associates. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mailed box.

16. For the purposes of the State of North Carolina, the following shall apply.

AIUSA shall receive as a result of this solicitation campaign a minimum of One percent (1%) and it is estimated Outreach Associates shall receive 40 percent (40%) of all funds raised pursuant to this Agreement. This estimated percentage is based on projected figures for number of contacts, average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards and the experience of similar campaigns conducted by Outreach Associates. However, this is not a percentage-based contract and this shall not affect compensation provisions as listed in Section 4. of the body of this Agreement, dated 6/1/2009.

17. For the purposes of the State of Ohio, the following shall apply:

AIUSA shall receive as a result of this solicitation campaign One percent (1%) of gross revenue. This is an estimated percentage based on projected figures for average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect compensation provisions as listed elsewhere in the Agreement dated contract date. All financial arrangements as stated in this Agreement dated 6/1/2009 to 5/31/2010, shall remain in effect and unchanged. AIUSA is guaranteed to receive a percentage of the actual gross revenue that is not less than ninety percent (90%) of the amount of the reasonable estimate of that percentage.

18. For the purposes of the State of Oregon, the following shall apply:

(a) AIUSA shall receive as a result of this solicitation campaign a minimum guarantee of One percent (1%) of gross funds solicited. All financial arrangements as stated in this Agreement dated 6/1/2009 to 5/31/2010, shall remain in effect and unchanged.

(b) Outreach Associates projects \$100,000 in gross revenue to be raised from this campaign. Outreach Associates estimates expenses related to the campaign to be \$40,000. This shall not affect any of the other terms including compensation as set out in this Agreement.

19. For the purposes of the Commonwealth of Pennsylvania, the following shall apply:

(a) Guarantee to Client: AIUSA shall receive as a result of this solicitation campaign, a minimum guarantee of One percent (1%) of gross revenue. This shall not affect compensation provisions as listed in this Contact dated 6/1/2009 to 5/31/2010. All financial arrangements as stated in the Agreement dated 6/1/2009 to 5/31/2010 shall remain in effect and unchanged.

(b) Percentage to Professional Solicitor. AIUSA agrees that Outreach Associates shall be compensated pursuant to the terms of this Agreement which is estimated to be 40 percent (40%) of gross revenue. This estimated percentage is based on projected figures for average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect compensation provisions as listed in this Agreement dated 6/1/2009 to 5/31/2010. All financial arrangements as stated in this Agreement dated 6/1/2009 to 5/31/2010, shall remain in effect and unchanged

(c) Solicitation activity is to commence within the Commonwealth of Pennsylvania ten working days after the Solicitation Notice is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Solicitations.

(d) Solicitation activity and the Agreement will terminate on 5/31/2010 within the Commonwealth of Pennsylvania.

(e) Amnesty International is a worldwide movement of people who campaign for internationally recognized human rights to be respected and protected for everyone. Our mission is to conduct research and generate action to prevent and end grave abuses of human rights and to demand justice for those whose rights have been violated.

(f) The address of Client is: 5 Penn Plaza - 16th Floor, New York, NY 10001

20. For the purposes of State of South Carolina, the following shall apply:

(a) AIUSA shall receive a minimum of One percent (1%) of collected revenues under this Agreement. This shall not affect compensation provisions as listed in this Agreement dated 6/1/2009 to 5/31/2010. All financial arrangements as stated in this Agreement dated 6/1/2009 to 5/31/2010 shall remain in effect and unchanged.

(b) Location and Telephone number of the phone room for this campaign.

Outreach Associates calling center, 7 Birmingham Towers, Suite 510, 2100 Wharton Street, Pittsburgh, PA 15203--
(412) 381-2300

(c) Name and residence address of phone room managers:

Jason Kostandinu, 553 Negley Ave., Turtle Creek PA 15145

21. For the purposes of the State of Utah, the following shall apply:

AIUSA shall receive as a result of this solicitation campaign One percent (1%) of gross revenue. This is an estimated percentage based on projected figures for average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect compensation provisions as listed in this Agreement dated 6/1/2009 to 5/31/2010. All financial arrangements as stated in this Agreement dated 6/1/2009 to 5/31/2010 shall remain in effect and unchanged. The actual percentage going to AIUSA shall not be less than the estimated percentage minus Ten percent (10%) of gross revenue.

22. For the purposes of the State of Vermont, the following shall apply:

(a) Chapter 63 of Title 9 of the Vermont Statutes Annotated requires a paid fundraiser to provide the fundraiser's charitable sponsor, within sixty (60) days after the end of a solicitation campaign, with a statement setting out the name and address of each contributor and the amount of the contribution; the amount of gross receipts; and an itemized list of all expenses, commissions, and other costs incurred in the campaign. The law also gives charities other rights, including the right to cancel this Agreement or to recover damages, or both, in certain circumstances. Contact the Vermont Attorney General for further information.

(b) The percentages of contributions to be paid to AIUSA and Outreach Associates as a result of this solicitation campaign is 60% and 40 %, respectively, of gross revenue. While every project varies in result and yield, these estimated percentages are based on projected figures for average pledge amount, participation percentage, fulfillment percentage, industry standards and the experience of the parties during previous fundraising campaigns. This shall not affect compensation provisions as listed elsewhere in the Agreement dated 6/1/2009 to 5/31/2010.

(c) Outreach Associates shall not restrict in any way the use by AIUSA of the list of donors to this solicitation campaign.

23. For the purposes of the State of Washington, the following shall apply:

Upon request, AIUSA shall have reasonable access to the names of all of Outreach Associates' employees or staff who are conducting fundraising.

24. For the purposes of the State of Wisconsin, the following shall apply:

AIUSA shall receive as a result of this campaign One percent (1%) of gross revenue. This is an estimated percentage based on projected figures for average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect compensation provisions as listed in this Agreement dated 6/1/2009 to 5/31/2010. All financial arrangements as stated in this Agreement dated 6/1/2009 to 5/31/2010, shall remain in effect and unchanged. The actual percentage going to AIUSA shall not be less than the estimated percentage minus Ten percent (10%) of the gross revenue. Any additional state contractual requirements will be met by fully executed addenda to this agreement.

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